

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PERIODICALS & RELATED ITEMS SUBSCRIPTION SERVICES-
LIBRARY**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 18, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
John Werbach, Library District
Sharon Tohtsoni, Materials Management

(Please remove Serial 98083-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **PERIODICALS & RELATED ITEMS
SUBSCRIPTION SERVICES-LIBRARY**

1.0 **INTENT:**

The intent of this call for bids is to establish a three (3) year pricing agreement for a comprehensive subscription servicing agent(s), for new and renewal subscriptions for journals, magazines, periodicals and related materials.

These specifications are provided to define the services required to adequately provide for the purchase of periodical and serial subscription services and covers subscriptions in all formats. ***The respondent(s) (bidders) shall provide detailed information on its present customer base, its financial condition, and a description of services provided, including samples of invoices, credit memos, statements, and reports.*** The County may award the resultant contract one or more awardees, in the best interests of the County. ***Excepting those services identified as “optional,” the awarded contractor is required to provide all services specified herein.***

The awarded contractor(s) shall be required to process subscriptions ordered for Maricopa County Library District, Maricopa Integrated Health System (MHIS), other County departments, and Maricopa County Community College District [a Non-County Agency] as requested by authorized ordering agencies and covered by purchase order only.

2.0 **TECHNICAL SPECIFICATIONS/DEFINITIONS**

Preface:

Maricopa County Community College District shall be considered a “County Agency” under this contract and shall be permitted all privileges granted herein.

Historical data reflects annual expenditures by Maricopa County for this activity, as defined herein, are approximately \$550,000.00 per year. It is important to understand that the resultant contract is a “requirements” contract and that “no volume of work” or “dollar amount” is guaranteed by the County.

AGENCY	FY ESTIMATE
Maricopa County Library District	\$155,000
Maricopa County Human Services Dept.	\$15,000
Maricopa Integrated Health System	\$155,000
Other Maricopa County Departments	\$15,000
Maricopa County Community College District	\$210,000
TOTAL ESTIMATED FY EXPENDITURES	\$550,000

The value listed is estimated only. The amount of any year’s contract is indeterminate. The contract shall be for the quantities actually ordered during the contract period.

2.1 **DEFINITIONS:**

- 2.1.1 **SERIAL:** a publication issued in successive parts, in a variety of formats (audio/visual, micro-format, CD-ROM, online, etc.) and intended to continue indefinitely. A Serial may be issued at intervals from daily to annually or at less frequent intervals. Terms which may be used under the umbrella term of SERIAL include periodicals, magazines, journals, newspapers, annuals, memoirs, as well as proceedings and transactions of societies, and monographic series based on common theme.

The following categories of material all fall within the definition of a SERIAL.

- 2.1.1.1 PERIODICAL -- a publication containing separate articles issued with a unique ISSN (International Standard Serial Number) and intended to be published more than once a year.
- 2.1.1.2 MAGAZINE -- a periodical intended for a general or non-scholarly audience.
- 2.1.1.3 JOURNAL -- a periodical issued by a commercial firm, learned society, or institution of higher learning and containing news and reports of activities of research in a particular field. A JOURNAL can also be a record of the proceedings of a learned society or the daily record of a public body such as a legislature.
- 2.1.1.4 NEWSPAPER -- a publication containing news and articles which is issued daily or less frequently.
- 2.1.2 SUBSCRIPTION: an order with a publisher or subscription agent to supply every issue or volume of a serial as published. Subscriptions are placed to continue from year to year until the ordering agency instructs otherwise.
- 2.1.3 DEPARTMENT: the parent entity for which accounts are established and by which checks are issued
- 2.1.4 ORDERING AGENCY: the shipping location or division within the Department
- 2.2 TECHNICAL SPECIFICATIONS:
 - 2.2.1 The publications ordered include, but are not limited to: Medical, Legal, Engineering, Scientific, Industrial, Trade, Government, Business, Automation, Education, Foreign, General Interest, Fashion, Shelter, Consumer Information, Current Events, and News.
 - 2.2.2 Requests/Orders for publications written in English and/or other languages will be submitted to the contractor for procurement.
 - 2.2.3 There are to be no substitutions of titles or publishers, and no duplications of titles except as authorized by the County.
 - 2.2.4 Delivery shall be by U.S. Mail unless otherwise indicated or requested, and shall be included in the subscription prices. Charges for other expedited means of delivery will be permitted if expedited delivery is requested by the ordering agency in writing.
- 2.3 ORDERS, RENEWALS, CANCELLATIONS:

The Contractor shall provide a common expiration date for subscriptions unless prohibited by the publisher.

 - 2.3.1 ORDERS:
 - 2.3.1.1 The Contractor shall enter orders for new subscriptions within five (5) working days after receiving request from ordering agency. The ordering agency may specify that the subscription begin with current issue, first issue of the current volume, first issue of the current year, first issue of the next calendar year, or first issue of the next volume.
Contractor shall issue an invoice or like documentation to confirm the order date.

2.3.1.2 The Contractor shall notify the ordering agency in writing within thirty (30) days of receiving order from ordering agency if unable to supply a requested subscription . This notice will provide reason for the non-fulfillment.

2.3.1.3 The Contractor shall prepay all subscription orders and renewals to avoid any interruption or delay in service.

2.3.2 RENEWALS:

2.3.2.1 The Contractor shall, once during each contract year, provide a complete renewal list. The renewal list shall be in an electronic format that is compatible or “loadable” into MS Excel or MS Access. Additionally, the renewal list shall be sent in hard copy format to Departments that request this format.

A. For all County ordering agencies, *except the Maricopa County Community College District*, this list shall be sent during the first week of July of each contract year.

B. For Maricopa County Community College District this list shall be sent during February of each contract year.

Said list will be divided by department and ordering agency where applicable. The list shall be alphabetical by title. It shall include, but not be limited the items detailed in section 2.4.1.5 parts C through L and to include part N plus title changes, membership subscriptions cross-referenced and any discontinued titles.

2.3.2.2 Contractor shall issue the annual renewal invoice(s) upon receipt of the approved renewal list from the ordering agency.

2.3.3 CANCELLATIONS:

2.3.3.1 The Contractor shall cancel subscriptions as requested by the ordering agency within five (5) working days after receiving cancellation request. The contractor shall issue a written cancellation notice or similar documentation to confirm the effective date of cancellation. The contractor shall issue a credit or refund if allowed by the publisher.

2.3.3.2 The Contractor shall make every attempt to secure refunds for titles that cease publication prior to expiration of subscription.

2.4 INVOICES, SUBSCRIPTION PRICING, PAYMENTS, AND CREDIT MEMORANDUMS:

2.4.1 INVOICES:

2.4.1.1 Contractor shall submit charges due for the periodical subscriptions and services by an invoice to the specific ordering agency in both a hard copy (print) and in an electronic format that is compatible or loadable into MS Excel or MS Access.

2.4.1.2 The annual renewal invoice will specify the percentages of prepayment discounts offered and the deadlines for early payment. Prepayment discount deadlines are to be based on issue date of renewal invoice, not the date the renewal list was issued. (See§2.3.2, RENEWALS).

2.4.1.3 The Contractor shall provide supplemental invoices on a monthly basis listing increased charges for titles already invoiced, charges for “Bill as Published”

titles, charges for “Bill Later” titles, and charges for new orders and any other supplemental charges. Supplemental invoices shall be provided in both hard copy (print) and electronic format as specified in section 2.4.1..

2.4.1.4 The Contractor shall provide all the following information on all invoices:

- A. Invoice Date
- B. Contractor name, address, and Federal I.D. number or other “identifier”, if applicable
- C. “Bill To” and “Ship To” addresses
- D. Ordering agency, if not identified in “Bill To” or “Ship To”
- E. Account number
- F. Net and non-net titles indicated, grouped and totalled per ordering agency
- G. Title of each periodical listed in alphabetical order or order specified by ordering agency
- H. Vendor’s unique title identification number
- I. Discount percentage applied to each title
- J. Discounted price
- K. Quantity of subscriptions ordered per title
- L. Beginning date and length of each subscription
- M. Publisher's current list price for the titles and subscription periods invoiced
- N. Amount of the total service fee (if any) for subscriptions referred to on this invoice
- O. Total amount to be paid
- P. Contract serial number
- Q. Information identifying “Bill Later” or “Bill as Published” titles
- R. Adjustment invoices reference the original invoice number – when applicable
- S. Detailed explanation of reason for rate changes in adjustment invoices – when applicable

Note: Invoicing that is not in complete compliance as defined above, will be returned to the contractor for compliance/corrections and may result in delay of contractor payment.

2.4.1.5 FORMAT

- A By Ordering Agency
- B Net Price – grouped and totalled
- C Non-Net Price – grouped and totalled
- D Discount Percentage applied to each title and resulting price
- E Title and Vendor’s unique title identification number
- F Subscription length with beginning and ending dates
- G Frequency of publication
- H Number of subscriptions per title
- I Prorating formula used
- J Running page numbers for Department
- K Running page numbers for Ordering Agency

2.4.2 SUBSCRIPTION PRICING:

2.4.2.1 *All subscription prices, discounts, and service charges will be based on the publishers’ list price or lowest price available for libraries, at the time the order is placed.*

2.4.2.2 The Contractor will indicate the service charge (if any) on a line-by-line basis.

- 2.4.2.3 If the publisher notifies the contractor of a price increase after the annual renewal invoice has been issued, the contractor shall provide documentation to support any supplemental invoices.
- 2.4.2.4 Decreases in subscription price will be refunded to the ordering agency promptly whether by refund check or credit memo.
- 2.4.2.5 Subscriptions may be added at any time during the contract period. The Contractor shall service these additions as per sections 2.4.2.1 through 2.4.2.4. Discounts (if any) and service fees (if any) for such additions shall be consistent with this pricing agreement. These title additions shall be added to and maintained in the Contractor's database for the appropriate account.

2.4.3 **PAYMENTS:**

- 2.4.3.1 The Contractor shall submit all claims for payment under the terms of this agreement in sufficient detail to enable the County to accurately determine the justification. Failure to do so may result in delayed payment (**See §2.4, INVOICING**).
- 2.4.3.2 The County may request copies of applicable publisher's invoices at anytime, without penalty.
- 2.4.3.3 The County may short-pay invoices to reflect any incorrect prices discovered.
- 2.4.3.4 The County's Materials Management Department and/or using Department may conduct contract audits.

2.4.4 **CREDIT MEMORANDUMS:**

- 2.4.4.1 Credit Memos shall be arranged by ordering agency with the net titles and nonnet titles grouped and totaled. Credit memos shall reflect the following information at a minimum:
 - A. Ship To address or Ordering Agency identification
 - B. Original invoice number
 - C. Title of item
 - D. Original cost less any discounts taken
 - E. Explicit explanations as to reason for credit
 - F. Credit per title
 - G. Total credit amount issued
- 2.4.4.2 The County may short-pay invoices to reflect any Credit Memorandums received.

2.5 **MISSED ISSUES/CLAIMS, CESSATIONS, SUSPENSIONS AND DISCONTINUATIONS:**

2.5.1 **MISSED ISSUES/CLAIMS:**

- 2.5.1.1 The Contractor shall provide assurance of receipt of consecutive issues.
- 2.5.1.2 The Contractor shall be responsible for claiming all issues reported as not received or received damaged or defective by the ordering agency.
- 2.5.1.3 The Contractor shall process claim notices within five (5) days of receipt of notice, by requesting the publisher immediately provide the overdue item or items. All correspondence for claim notices to the publisher shall be copied to the ordering agency.

2.5.1.4 The Contractor shall provide written claim-update reports to the ordering agencies no less frequently than bi-monthly. Claim reports shall provide the following information:

- A Date of claim report
- B. Title being claimed
- C. Issue(s) being claimed
- D. Date(s) of prior claim(s) for that item
- E. Publisher's response, if any

2.5.1.5 In the event a replacement issue(s) can not be obtained, the Contractor shall assure a credit to the appropriate ordering agency for any missed issues.

2.5.1.6 In addition to accepting claims sent through U.S. mail, the Contractor shall accept claims sent by facsimile, electronic mail, or on-line computer through a web-based system provided by the contractor.

2.5.2 CESSATIONS:

2.5.2.1 In the event the subscription ceases prior to the subscription expiration date, the Contractor shall make a prompt and diligent effort to obtain a refund from the publisher. Upon receipt by the Contractor, this amount shall be promptly paid to the appropriate ordering agency by refund check.

2.5.2.2 In the event a subscription ceases, between the time of Board of Supervisor approval of this contract and initial placement of subscriptions, the Contractor shall refund the ordering agency the amount billed for said subscription.

2.5.3 SUSPENSIONS AND DISCONTINUED ITEMS:

The Contractor shall notify the ordering agency of discontinued and suspended titles each month.

2.5.4 OTHER

The Contractor shall provide information on title changes, titles that are slow, delayed, or irregular each month.

2.6 ANCILLARY SERVICES:

2.6.1 CATALOGING:

2.6.1.1 Contractor shall supply at the ordering agency's request full MARC catalog records for each periodical title under subscription. Catalog records provided may be either through the editing of existing records based on the bibliographic utility of choice from the ordering agency, or through the creation of original cataloging records.

2.6.1.2 New catalog records shall conform to the most recent addition of AACR2rev. and USMARC standards plus any adopted amendments. The records shall reflect any formally adopted changes to these standards throughout the life of the contract.

2.6.1.3 Contractor shall be able to supply catalog records in the form of printed cards, tape load, diskette, or by FTP transmittal, as designated by the ordering agency or department

2.6.2 SPECIAL ORDERS:

The Contractor may be asked to enter orders for back files, special issues, supplements, extra volumes, and cumulative indexes on behalf of an ordering agency.

2.6.3 ON-SITE VISITS:

At the option of the County, the Contractor shall send a representative to the County, at no additional cost to the County, at least once each year to review the services and account status.

2.7 REPORTS AND COMMUNICATIONS:

2.7.1 REGULARLY SUBMITTED REPORTS:

2.7.1.1 The Contractor shall notify the ordering agency of title changes, discontinued and suspended titles, and slow, delayed or irregular titles on a monthly basis.

2.7.1.2 The Contractor shall provide monthly written updates on claims to each ordering agency . Claim reports shall provide the following information:

- A. Date of claim report
- B. Title being claimed
- C. Issue(s) being claimed
- D. Date(s) of prior claim(s) for that item
- E. Publisher's response, if any

2.7.1.3 The Contractor shall provide access to an alphabetical list or electronic file of all titles showing location, subscription period, number of titles, number of subscriptions, and cost.

2.7.2 REPORTS PER REQUEST:

Upon request of the ordering agency, the Contractor shall provide:

- A A monthly statement showing the date and amount of each outstanding invoice and credit memorandum.
- B A price analysis report showing a 1-3 year price comparison.
- C A report of titles, quantities and dollars spent per publisher
- D A summary of payments report that details charges, etc. by title
- E A report summarizing standing order titles
- F A report summarizing "Bill Later" titles

2.7.3 COMMUNICATIONS:

2.7.3.1 The Contractor shall provide a ***toll free phone number and e-mail address*** for service.

2.7.3.2 The Contractor shall respond to all requests and inquiries made by the County within one (1) business day. Response shall include requested information and/or answer or an approximate time when this information will be supplied.

2.7.4 CONVERSION TO NEW SUBSCRIPTION AGENT:

2.7.4.1 In lieu of individual order forms Contractor shall be able to accept a purchase order or written document on letterhead to which is appended a list of titles.

2.7.4.2 The County will provide the following to the successful bidder broken down by department and ordering agency:

- A. Title of each publication and period of current subscription

- B. If available, on **renewal** subscriptions, either the publisher's renewal notice or shipping label with the order.

2.7.4.3 Orders shall be placed at least two (2) months before expiration.

2.7.4.4 If an interruption in service results from a change in subscription agents, any issues not received shall be obtained by the contracted subscription agent for that period at no additional cost to the ordering agency. These items shall be delivered to the ordering agency by the most expedient means possible at no extra cost to that agency.

2.7.4.5 If duplicate issues are received as a result of change in subscription agents and the publisher requires their return, the contracted subscription agent shall be responsible for resolving the problem and shall absorb any associated costs.

2.7.5 **Value Added Items (Optional Items)**

2.7.5.1 Please price out and explain programs your company offers, which serve to eliminate supplemental billings such as a guaranteed rate or similar program. *This information shall be provided, thoroughly defined in "laymen's terms", and shall include detailed examples.*

2.8 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.9 **DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **INDEMNIFICATION AND INSURANCE:**

3.3.1 **Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.3.2.2 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance.

- 3.3.3.1 Upon receipt of notice, the Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

- 3.3.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate shall be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

John Werbach, Financial Administrator, Maricopa County Library District, 602-506-5040

Inquiries may be submitted by telephone but shall be followed up in writing. No oral communication is binding on Maricopa County.

3.7 PRE-BID CONFERENCE:

THERE WILL BE A NON-MANDATORY PRE-BID CONFERENCE ON JULY 30, 2002, 9:00 A.M. MARICOPA COUNTY LIBRARY DISTRICT FACILITY, 17811 N. 32nd ST., PHOENIX, AZ.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments shall be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials shall be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting shall reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice shall accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract shall be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

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WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING STEET S027201/B0606387

1.0 PRICING:

PRICING OFFERED SHALL BE IN COMPLETE AND FULL COMPLIANCE WITH SECTION 2.4.2, SUBSCRIPTION PRICING, WHICH DEMANDS THAT THE "BASE" FOR ALL PRICING IS EITHER THE PUBLISHER'S LOWEST LIST PRICE OR THE LOWEST LIST PRICE AVAILABLE TO LIBRARIES.

USING AGENCY		% DISCOUNT OFF "BASE" LIST	%SERVICE CHARGE (IF ANY)
1.1	MARICOPA COUNTY LIBRARY DISTRICT	<u>4.7 *%</u>	<u> - </u> %
1.2	MARICOPA COUNTY HUMAN SERVICES	<u> - </u> %	<u> 6.5%</u>
1.3	MARICOPA INTEGRATED HEALTH SYSTEM	<u> - </u> %	<u> 3.0%</u>
1.4	OTHER MARICOPA COUNTY AGENCIES	<u> - </u> %	<u> 6.5%</u>
1.5	MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT	<u> - </u> %	<u> 1.5%</u>

1.6 VALUE ADDED ITEMS (OPTIONAL)

Provide ***detailed*** information concerning any programs you may offer, which may serve to eliminate supplemental billings, such as a guaranteed rate or similar program as defined in section 2.7.5. **See Ebsco response (2.7.5.1), attached and referenced 2.4.2.3, attached.**

Define in detail, below, how pricing for this program is determined:

Guaranteed Rate Program is described in section 2.7.5.1 of response letter dated 8/6/02 to IFB: Serial 02074-S, Periodicals 7 & Related Items Subscription Service Library. **See Ebsco response (2.7.5.1), attached and referenced 2.4.2.3, attached.**

*The 4.7% discount applies to all titles except those titles that are not discounted to EBSCO (net titles). To eliminate the need for Maricopa County to monitor net titles, the discount can be adjusted to 2.0%. In this case, all titles will receive a 2% discount, including net titles.

2.7.5.1 The Guaranteed Rate Program was explained under § 2.4.2.3. A specific example of how the program works is explained as follows:

On the date the library order is placed, if the EBSCO title file has been updated with new prices for 70% of the publishers, the remaining 30% of the titles will be invoiced at the old (prior year's) rate. To compensate for this reality, we simply add an adjustment factor to allow us to recover what we know will be added cost from the publishers. For example, if the subscription rate increase from one year to the next is estimated at 8.0 percent, we would add a factor of 2.4 percent to all orders (8.0% increase factored by 30% for the titles which do not yet have new current prices equals 2.4%). **IMPORTANT: This is not an increase in your Service Charge or a decrease in your Discount.** This is simply a cost recovery procedure to handle publisher price increases that must ultimately be paid in some manner.

2.4.2.3 Providing documentation from the publishers for each supplemental price increase is not a practical approach to handling supplemental price adjustments. With the volume of subscriptions ordered by Maricopa County, a more practical solution might be to establish a *percentage increase cap* where only price increases above a certain threshold require documentation. Handling rate adjustment documentation for both EBSCO and County personnel would add a layer of cost to subscription management that neither party should willingly experience. Alternatively, EBSCO offers a program called the *Guaranteed Rate Program* (GRP). Through the *Guaranteed Rate Program*, a small adjustment factor is applied to the cost of your annual renewal invoice so that no further adjustments are billable thereafter. This adjustment factor is calculated by analyzing your accounts to determine the appropriate adjustment factor(s) by a formula that considers the actual subscriptions you have on order. The amount collected through this procedure is set aside to absorb all supplemental billings EBSCO receives from the publishers after your annual renewal invoice. This widely accepted program is used throughout the nine states served by the Los Angeles office of EBSCO and offers a very cost-effective alternative to the cost control you wish to realize. Maricopa County would review and approve the adjustment factor on an annual basis/ This program is optional and may be started or discontinued at the beginning of each subscription renewal cycle within the term of the contract. This election on GRP would be solely at the discretion of Maricopa County.

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Terms:	NET 30
Federal Tax ID Number:	63-6014186
Vendor Number:	636014186 A
Telephone Number:	800/683-2726
Fax Number:	310/322-2558
Contact Person:	Tammy Scrivner (Phoenix)
E-mail Address:	tscrivner@ebSCO.com
Company Web Site:	www.ebSCO.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending September 30, 2005 .